

the defendants were answerable for his negligence. Clause 5 was held to be much wider in its scope than as it stood in the first Ontario Act, 49 Vict. ch. 28, which dealt with this subject.

For a general discussion of the law relating to negligence of a fellow servant, where an action is brought to recover under this section of the Workmen's Compensation for Injuries Act, where there is a person in a position of superintendence whose orders resulted in injury to the plaintiff, see *Brulott v. Grand Trunk Pacific R. Co.*, 24 O.L.R. 154.

SUPREME COURT.

PEPPERAS v. LEDUC.

(11 D.L.R. 193.)

Britton, J.]

[May 2.]

Contracts—Illegality of—Public policy — Immoral motives — Want of consideration—Promise ex turpi causa—Breach of promise—Plaintiff's marriage to another.

Held, 1. A promise made in consideration of the cessation of illicit cohabitation is void simply for want of any consideration, so that if made in the form of an instrument under seal there may be *prima facie* a valid contract; yet if the transaction is of such a nature as to hold out an inducement or to constitute to either party a motive to continue the connection, the instrument would be void *ex turpi causa* and no claim or defence can be maintained which requires to be supported by allegation or proof of such an agreement; hence each of the parties thereto is powerless to enforce or to set aside an agreement of this character by judicial process.

2. Damages for a breach of promise of marriage cannot be recovered when the plaintiff has subsequently married a person other than the defendant.

J. H. McCurry, for plaintiff. *G. A. McGaughey*, for defendant.

ANNOTATION ON ABOVE CASE.

The ground on which the Court refuses to enforce immoral contracts is that they are against public policy as encouraging and aiding immorality. Where the plaintiff knew that the additions which he made to a house were for the purpose of increasing the defendant's immoral trade,